said to have been a part of it and the creditor has taken no action to his prejudice in reliance upon the guaranty there must be a new and independent consideration to support it. *Peck v. Harris,* 57 Mo. App. 467.

HUSBAND AND WIFE—INJURY TO WIFE—LOSS OF CONSORTIUM—ACTION BY HUSBAND.—BOLGER V. BOSTON ELEVATED RY. CO., 91 N. E., 389 (Mass.).—*Held,* that where a wife received injuries while a passenger on a street car, resulting in her death, and the husband as administrator, recovered for the injury and conscious suffering by her, he could not maintain a separate action for his loss of consortium.

This decision is contrary to the weight of authority. It was held that the husband might recover pecuniary compensation for the loss of consortium, and the expenses to which he was put by reason of her injuries. *Chicago & M. Electric Ry. Co. v. Krempel,* 116 Ill. App. 253; *Washington & G. R. Co. v. Hickey,* 12 App. D. C. 269. In some jurisdictions the actions have been expressly separated, the right for consortium and expenses to which he was put going to the husband and the right of action for the injury going to the wife, or her estate. *Ohio & M. Ry. Co. v. Cosby,* 107 Ind. 32; *Kelley v. N. Y. N. H. & H. Ry. Co.,* 168 Mass. 308. It was held that the husband could sue for the loss of the wife's society between her injury and death, even though it was a very brief period. *Nixon v. Ludlam,* 50 Ill. App. 273. The case in point directly overrules one of the same court where it was held that the husband might sue for the loss of services, consortium and expenses to which he might be put, while she might sue on a separate account. *Duffee v. Boston Elevated Ry. Co.,* 191 Mass. 563.

JUSTICES OF THE PEACE—APPEAL BONDS—DISQUALIFICATION OF SURETIES.—HINES V. INTERNATIONAL HARVESTER CO. OF AMERICA, 66 S. E. 989 (GA.).—*Held,* that where the surety on a bond for a purchase-money attachment in a justice's court is the sole surety on the appeal bond given by the plaintiff in the attachment case, the appeal bond is a nullity, and it cannot be amended at the hearing of the appeal by the addition or substitution of other surety.

The execution and filing of an appeal bond, recognizance, or other security is generally a condition precedent to an appeal from the judgment of a justice of the peace. *Mann v. Lowry,* 58 Miss. 73. The nature of the security to be given on such appeal bond is controlled by statutes whose requirements must be observed in order to confer jurisdiction upon the appellate court. *Brown v. Brown,* 12 S. D. 380. A party to the appeal is usually declared to be an incompetent surety on the appeal bond. *Baumbach v. Cook,* 2 Tex. Civ. App., 100. And likewise in some jurisdictions attorneys are also disqualified from becoming sureties. *Hudson v. Smith,* 111 Iowa 411. But upon the question, whether one who has previously signed some bond made necessary in the action prior to the appeal, is a competent surety on the appeal bond, the decisions are not harmonious, some holding that such surety is not competent, *Osborn v. Hughes,* 93 Ga. 445; and others holding that he is competent. *Witten v.*